

**THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS (RFP)**

for

COIN OPERATED TELESCOPE OPERATOR

Request For Proposal Due Date – EXTENSION: Friday October 16, 2015 at 1:15 PM



City of Seattle, Department. of Parks & Recreation

Contracts and Business Resources Office

Jules Posadas, Department Concessions Coordinator

(206) 684-8008

Jules.Posadas@Seattle.gov

MAILING ADDRESS:

Seattle Parks and Recreation
Contracts Administration and Support Office
RDA Building –3rd floor
800 Maynard Avenue South
Seattle, Washington 98134

OFFICE LOCATION:

Seattle Parks and Recreation
Contracts Administration and Support Office
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OVERVIEW

Coin operated telescopes have been available to park patrons for many years and proven to be a popular feature for both residents and visitors. This feature provides an affordable and reliable service to park patrons while paying reasonable concession fees to the Department. The Department of Park and Recreation (DPR) wishes to continue to provide the same level of customer experience throughout the Parks system.

GENERAL STATEMENT

This Request For Proposals (RFP) represents a solicitation by the City of Seattle, Department of Parks and Recreation for a Operated Telescope Operator at approved Department sites.

This RFP is intended to encourage organizations to clearly present how they would provide the required services, propose options for services or service enhancements and operate these services in a consistent and revenue positive manner for *5 years*. Each Proposer must also clearly identify its knowledge of coin operated telescope operations, contract relations and demonstrate financial stability.

The Department of Parks and Recreation encourages respondents to create innovative proposals that not only generate a positive revenue stream, but also attract a broad group of users, and create recreational opportunities and enjoyment for the public. Possibilities of interactive experiences, educational opportunities and learning experiences for children are highly encouraged.

RFP EVALUATION PANEL

A panel will review the qualified proposals submitted for the RFP. The panel will score the proposals, determine the highest qualified proposal and will interview the Proposers, if interviews are necessary, and make a final recommendation to the Superintendent regarding the award.

PROPOSED RFP SCHEDULE (subject to change).

The Department's proposed schedule for review of the proposals and final selection of Coin Operated Telescope Operator is as follows:

- August 5, 2015 Publish RFP AD in Daily Journal of Commerce.
- August 6, 2015 Mail notices to known potential respondents.
- August 17, 2015 RFP Packages picked up by or mailed out to proposers.
- August 20, 2015 Deadline for written questions to the Dept. from proposers.
- August 24, 2015 Deadline for Dept. responses to proposers questions.
- September 15, 2015 RFP Submittal Dateline.
- October 16, 2015 EXTENSION RFP Submittal Dateline.
- October 19 to 23, 2015 Evaluation Panel reviews and scores proposals.
- October 27, 2015 Oral interviews – Optional by Department.
- October 30, 2015 Final Panel recommendation to Superintendent.
- November 20, 2015 Superintendent decision, agreement award announcement.
- November 2015 Contract negotiation and legislation
- December 2015 City Council action.
- January- February 2016 Agreement commencement date.

PROPOSAL SUBMISSION PROCESS.

Any and all responses to this RFP, including collaborative responses, must include the following proposal elements:

1. Complete, sign and submit all RFP forms provided by the Department in RFP Section 2 – Proposal Questionnaire. To be evaluated, a proposal must completely answer each question in the Questionnaire.
2. The Proposal must be signed by an official who is legally authorized to bind the organization including his or her signature on the Financial Page (page 7 of the Proposal Questionnaire).
3. Provide all references and materials required by the RFP instructions.
4. If clarification is required, submit questions in writing or by e-mail (not by phone) to the Department Concessions Coordinator at the addresses provided herein prior to cut off date beyond which questions will not be answered.

5. Mail, ship or deliver the signed and completed Proposal to Department at the address provided before the due date and time. Electronically transmitted proposals, incomplete proposals, proposals not on the forms provided by the Department and proposals that arrive after the due date and time will not be accepted.
6. Clearly mark the exterior of the RFP package “**TELESCOPE PROPOSAL**”.

SPECIAL NOTE – LEASEHOLD EXCISE TAX.

Please be aware that Washington State Leasehold Excise Taxes are due over and above any and all concession fee payments made to the City. Proposers are advised to consult their financial advisors. At this time Washington State Leasehold Taxes are 12.84% of the net payments to the City. This tax is remitted to the Department along with each concession fee payment.

PROPOSAL EVALUATION.

The following criteria will be used to evaluate Proposals:

1. Incomplete proposals, proposals not on the forms supplied by the Department, electronically transmitted proposals and non-responsive Proposals will be disqualified.
2. Demonstrated business experience, client references, business references, operating systems.
3. The level of financial commitment to the Department and affordable cost to the customer.
4. Collection procedures, business plans, educational, interactive or creative program features.

GUIDELINES.

Please note the following general requirements that apply to all proposals.

1. Responding organizations, firms and individuals may submit no more than one (1) proposal for this RFP.
2. All responses must be in writing, signed by the officer authorized to bind the organization and submitted on the forms provided by the Department.
3. No e-mail or other electronic responses to this RFP will be accepted.
4. All questions regarding this proposal must be either in writing or e-mailed to Jules Posadas, Department Concessions Coordinator, P.O. Box 3036, Seattle, Washington 98114 (for mail) or Jules.Posadas@gmail.com (for email) no later than 1:15 PM on October 16, 2015.
5. Questions received after that deadline will not be answered by the deadline shown on the RFP Schedule page.

6. Proposer questions and Department responses will be mailed or faxed to all persons receiving or picking up an RFP package.
7. All Proposals submitted to the Department must be marked so as to be clearly and easily seen as follows on the front, exterior of the Proposal and/or Proposal shipping cover “**TELESCOPE PROPOSAL**”.
8. No Department operating or maintenance funds will be used to support the proposed operating and management plan.
9. All proposals become the property of the Department.

PROPOSAL DEADLINE.

Mailed Proposals must be **received** by the Department no later than 1:15 PM October 16, 2015 at the following address. The address for a mailed or hand-delivered proposal is:

*Jules Posadas, Concessions Coordinator
City of Seattle, Dept. of Parks & Recreation
Contracts Administration and Support Office
RDA Building – Floor 3
800 Maynard Avenue South
Seattle, Washington 98134*

ASSISTANCE.

Assistance from the Seattle Department of Parks and Recreation is available to answer **questions about the RFP process**. Contact Jules Posadas, Department Concessions Coordinator, Contract and Business Resources Office at (206) 684-8008 with questions.

WRITTEN & EMAIL QUESTIONS.

Written question and e-mailed questions about RFP language, requirements, specifications, etc. should be addressed to Jules Posadas at the address provided prior to the cutoff date for questions. Responses to questions will be provided to all recipients of RFP packages.

TELEPHONE QUESTIONS.

Telephone questions seeking interpretation of the RFP **cannot** be accepted.

ATTACHMENTS.

RFP SECTION 1 - COIN OPERATED TELESCOPE AGREEMENT.

RFP SECTION 2 - RFP QUESTIONNAIRE (RETURN THESE PAGES WITH PROPOSAL).

RFP SECTION 3 - LIST OF CURRENT TELESCOPE LOCATIONS AND RESTRICTIONS.

RFP SECTION 4 - HISTORICAL REPORTED REVENUE.

**COIN OPERATED TELESCOPE
REQUEST FOR PROPOSALS - RFP
SECTION 1**

COIN OPERATED TELESCOPE PROPOSED AGREEMENT

This is the Proposed Agreement that will be awarded to the Proposer selected by the Evaluation Panel and Accepted by the Superintendent.

Prior to being awarded a contract the successful Proposer must:

1. Present to the Department acceptable proof of insurance as described in this Agreement.
2. Pay a \$1,000.00 performance deposit or deliver a \$1,000.00 performance bond to the department.
3. Provide the Department with a copy of a current City of Seattle Business license.

**CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
AND
CONCESSIONAIRE'S NAME
PROPOSED COIN OPERATED TELESCOPE CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT is entered into between the City of Seattle, (hereinafter referred to as the “City”), operating through its Department of Parks and Recreation (hereinafter referred to as the “Department”) and its Superintendent of Parks and Recreation (hereinafter referred to as the “Superintendent”) and (concessionaire's name) (hereinafter referred to as the “Concessionaire”).

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A: SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

A-1 GRANT OF CONCESSION.

The Department hereby grants to the Concessionaire for the full term of this Agreement upon the conditions, limitations, reservations and provisions herein, the concession right and privilege to operate a business consisting of installation, maintenance and operation of coin operated telescopes at Department sites (hereinafter referred to as the “Premises” or the “Concession Premises”) approved by the Department.

A-2 CONCESSION PREMISES.

The Concession Premises shall be at the approved Park Department view sites that include, but are not limited to the Premises shown in Exhibit A. Site locations may be changed at any time at the option of the Department.

A-3 TERM OF AGREEMENT.

This Agreement shall commence when executed by the Superintendent and shall expire at 11:59 P.M. on January 1, 2006, unless terminated earlier pursuant to the provisions hereof. This Agreement may be extended for an additional term of 5 (five) years by mutual agreement of the parties hereto.

A-4 TERMINATION.

Either party may terminate this Agreement by giving the other party 30 days written notice of its intention to so terminate.

A-5 CONSIDERATION.

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire:

a. MAKING CONCESSION FEE PAYMENTS.

Making a total rental payment to the Department of the greater of \$30.00 (thirty dollars) per telescope located on the Premises in any month or (from Concessionaire's Proposal) percent of total sales per telescope per month. For the purposes of this calculation, a telescope placed on the premises for any portion of a month will be counted in the total number of telescopes for that month. This rental payment shall hereinafter be referred to as the "Concession Fee".

By mutual agreement of the parties hereto the timing of payments made by the Concessionaire to the Department may be modified. Monthly, bimonthly or quarterly payments or a combination of these payment schedules shall be agreed to in advance by the parties hereto. Computed on a monthly schedule, the minimum payment per telescope per month shall be the greater of \$30.00 (thirty dollars) per telescope or (from Concessionaire's Proposal) percent of sales. Computed on a bimonthly period schedule, the minimum payment per telescope per period shall be twice the monthly Concession Fee which shall equal the greater of \$60.00 (sixty dollars) per telescope or (from Concessionaire's Proposal) percent of sales. Computed on a quarterly schedule, the minimum payment per telescope per quarter shall be three times the monthly Concession Fee which shall equal the greater of \$90.00 (ninety dollars) per telescope or (from Concessionaire's Proposal) percent of sales.

b. PAYING LEASEHOLD EXCISE TAXES:

Washington State Leasehold Excise Taxes as defined in Part A-6.f. are not part of the Concession Fee Payments described in Part A-5.a. and are over and above the Concession Fee Payments. Payments for Washington State Leasehold Excise Tax shall not be combined with Concession Fees and shall be listed as a separate item on all accounting, billings, statements and check stubs.

The Concessionaire shall remit to the Department with each Concession Fee payment the appropriate payment for Washington State Leasehold Excise Taxes. These Leasehold Excise Taxes payments shall be the then current lawful percentage of the Concession Fee payments made to the Department and shall be listed separately on each Quarterly Concessions Report. Leasehold Excise Taxes are not included in the Concession Fee payments shown in section A-5.a. of this Agreement. The Leasehold Excise Tax rate at the time is Agreement was drafted is 12.84% (twelve and eighty-four hundredths percent) of the Concession Fees paid to the Department.

c. PROVIDING CONCESSION EQUIPMENT.

Providing concession equipment, installation, maintenance and services sufficient to reasonably satisfy needs at the Concession Premises.

d. CONCESSIONAIRE PERFORMANCE.

Satisfying all other conditions and requirements imposed on the Concessionaire by this Agreement.

A-6 FINANCES AND PAYMENTS.

a. PAYMENT DUE DATES.

The Concessionaire shall make Concession Fee payments to the Department for the grant received under Paragraph A-1, herein, on or before the tenth (10th) day of the month following the close of the last month in the accounting period as defined in A-6.b.

b. CALENDAR QUARTERS, BIMONTHLY AND MONTHLY PERIODS DEFINED.

1. QUARTERLY PAYMENTS:

Should the Concessionaire and the Department mutually agree in writing to a Quarterly payment schedule then calendar Quarters shall be defined as follows:

1st Quarter – January, February, March – Concession Fee due April 1st.

2nd Quarter – April, May, June – Concession Fee due July 1st.

3rd Quarter – July, August, September – Concession Fee due October 1st.

4th Quarter – October, November, December – Concession Fee due January 1st.

2. BIMONTHLY PAYMENTS:

Should the Concessionaire and the Department mutually agree in writing to bimonthly payment periods then the following bimonthly calendar shall be used:

1st Period – January & February – Concession Fee due March 1st.

2nd Period – March & April – Concession Fee due May 1st.

3rd Period – May & June – Concession Fee due July 1st.

4th Period – July & August – Concession Fee due September 1st.

5th Period – September & October – Concession Fee due November 1st.

6th Period – November & December – Concession Fee due January 1st.

3. MONTHLY PAYMENTS:

Should the Concessionaire and the Department mutually agree in writing to monthly payment periods then Concession Fee payments from the Concessionaire to the Department shall be due on 10th day of the month following the month during which telescopes were in operation on the Premises.

4. SEASONAL VARIANCES.

By mutual agreement of the parties hereto, different payment schedules can be used during different seasons of the year.

c. PAYMENT LOCATION.

All Concession Fee and Leasehold Excise Taxes payments to the Department shall be paid to:

City of Seattle

Dept. of Parks and Recreation

Contracts & Business Resources Office

Attention: Concessions Coordinator

Seattle, WA 98134-1335

d. ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT.

If any payment is not paid to the Department within ten (10) days after the date due, an administrative late charge of twenty-five Dollars (\$25.00) plus 1% (one percent) interest shall be

added to the payment due and the total sum shall become immediately due and payable. Additional interest charges of 1% (one percent) shall be added each month that the Concession Fee remains unpaid.

e. TAXES, LEVIES AND ASSESSMENTS.

The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concession Premises or upon the Concessionaire's activities on or occupancy of the Concession Premises, and that are or become payable during the term of this Agreement, including but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Concessionaire's interest in this Agreement and any leasehold interest deemed to have created thereby under CH. 82.29A RCW.

f. CONCESSIONS REPORT.

The Concessionaire shall complete and send to the department a Concessions Report in accordance with operating periods and due dates as specified in Parts A-6. a. & b. above. The Concessions Report will be on a form provided by the Department and will contain beginning and ending transaction counters readings for each scope, concession fee calculations and Washington State Leasehold Excise Taxes. This Concessions Report may be modified from time to time by the Department.

g. PROPOSAL AND PERFORMANCE BOND.

The Concessionaire shall maintain a performance bond in the amount of \$1,000.00 (one thousand dollars) or shall make a \$1,000.00 cash deposit with the Department. The deposit or bond shall remain in effect throughout the term of this contract and for 3 three months thereafter unless the Department notifies the Concessionaire in writing that this requirement has been eliminated. The bond or deposit will not be released by the Department until the Concessionaire has satisfactorily discharged all duties, responsibilities and performances under the Agreement.

A-7 CONCESSIONAIRE OPERATION AND SERVICES.

a. EQUIPMENT.

The Concessionaire shall install and maintain sufficient telescopes to meet the public need as determined by the Department. The Concessionaire shall maintain the telescopes in good working condition at no cost to the Department. All equipment needed to maintain and operate the Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Agreement.

b. PAINTING TELESCOPES.

The Department may require the Concessionaire to paint some or all telescopes according to a color schedule developed by the Department.

c. INSTALLATION AND REMOVAL OF EQUIPMENT.

All equipment shall be installed only in locations previously approved by the Department. All installations shall be done in an attractive and appropriate manner so as to pose no potential for injury. All mounting holes or other damage to the premises caused by the installation shall be repaired when the equipment is removed by the Concessionaire to the satisfaction of the Department.

d. COMPLIANCE WITH THE LAW.

The Concessionaire shall comply with all applicable laws of the United States of America and the State of Washington; the Charter and ordinances of the City of Seattle; and rules and regulations of each of them and with orders and directives of public officials implementing the same.

e. EQUALITY OF TREATMENT.

The Concessionaire shall conduct its business in a manner that assures that no person will be subjected to unfair, unequal and illegal discriminatory treatment on the basis of such person's creed, religion, race, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities on the Concession Premises or be denied an opportunity to participate in subcontracting in a manner or on a basis that is prohibited by law, ordinance, rule or regulation.

f. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT.

The Concessionaire shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

A-8 ENTIRE AGREEMENT.

This Agreement and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Agreement.

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

A-9 BINDING EFFECT.

This Agreement shall be subject to the written approval of the Superintendent of the Department of Parks and Recreation and shall not be binding until so approved.

A-10 LICENSES.

The Concessionaire shall provide a copy of its current City of Seattle business license to the Department prior to placing any equipment on the Premises. The Concessionaire shall keep all licenses current throughout the term of this Agreement and shall supply copies of these licenses to the department at the address shown in Part A-6.c. of this Agreement.

A-11 BACKGROUND INVESTIGATION.

The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff and subcontractors working on the premises.

A-12 CONCESSIONAIRE PERSONNEL IDENTIFICATION.

The Concessionaire shall provide photo identification for each person assigned to work on the Premises. Concessionaire staff shall display their photo identification when working on the Premises.

A-13 INSURANCE.

a. EVIDENCE OF INSURANCE.

Prior to the commencement of use of Premises and pursuant to this Agreement, the Concessionaire shall secure and maintain at no expense to the Department, policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the address shown Part A-6.c. of this Agreement. Said policy(ies) (1) shall be subject to approval by the City's Risk Manager as to Company, Form and Coverage, and primary to all other insurance the City may secure, and (2) must protect the City from any and all claims and risks in connection with any activity performed by the Concessionaire by virtue of this Agreement or any use and occupancy of the Premises Facilities authorized by this Agreement.

b. COMMERCIAL GENERAL LIABILITY INSURANCE.

A policy of Commercial General Liability Insurance, written on an occurrence form, including all the usual coverages known as:

1. Premises/Operations Liability,
2. Products/Completed Operations,
3. Personal/Advertising Injury,
4. Contractual Liability,
5. Owners and Contractors Protective Liability, and
6. Stop Gap or Employers Contingent Liability.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$1,000,000 each occurrence

\$1,000,000 annual aggregate

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

c. REQUIREMENTS.

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Agreement. The following documents and verbiage must be provided as evidence of insurance coverage:

1. DECLARATIONS.

A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

2. ENDORSEMENTS.

A copy of the endorsement naming the City of Seattle as an Additional Insured, showing the policy number and signed by an authorized representative, on Form CG2026 (ISO) or comparable.

A copy of the "Endorsements Form" to the policy that shows endorsements issued on the policy, and which include any company-specific or manuscript endorsements.

A copy of an endorsement stating that "The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle."

3. SEPARATION OF INSUREDS.

A copy of "Separation of Insureds" or "severability of interests" clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. "

d. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles. Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage:

\$1,000,000 per person

\$1,000,000 per occurrence

e. WORKER'S COMPENSATION INSURANCE.

A policy of Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers' compensation and occupational disease requirements shall include coverage for all employees suffering bodily injury (including death) by accident or disease, which arises out of or in the connection with the performance of this Agreement.

f. RATING & CITY APPROVAL.

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

A-14 ASSIGNMENT OF AGREEMENT PROHIBITED.

The Concessionaire shall not assign or transfer this Agreement or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained. Neither this Agreement nor any right, privilege or interest therein conferred shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors, nor shall this Agreement or any rights, privilege, or interest be transferable by operation of law or proceeding of any court. The merger, consolidation or liquidation of the Concessionaire or any change in the ownership of or power to vote thirty-three and one-third percent (33 1/3%) or more of its capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment. In the event the Concessionaire in any manner permits anyone to operate in the limits of the Concession Premises, for any purpose, or to engage in other activities whether or not business-related, not within the intent of this Agreement, such

permission shall be deemed an assignment. No assignment of this Agreement, with or without the City's consent, shall release or relieve the Concessionaire of or from any of the obligations on the Concessionaire's part to be kept and performed under this Agreement. Any such assignment shall be subject to all the terms and provisions of this Agreement. In the event of any assignment of the Agreement, the Concessionaire shall cause to be delivered to the City simultaneously with such assignment, an instrument in writing, executed by the assignee, in which the assignee shall assume and agree to perform all of the terms and provisions of this Agreement on the Concessionaire's part to be kept and performed that heretofore have not been fully performed.

A-15 STANDARDS.

The Concessionaire, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the City's operation of the Concession Premises.

PART B: GENERAL TERMS AND CONDITIONS

B-1 DEFINITIONS.

As used throughout this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

a. CONCESSIONAIRE.

"Concessionaire" means the party granted concessionaire rights and privileges under this Agreement.

b. CITY.

"City" means the City of Seattle and its Department of Parks and Recreation, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.

c. SUPERINTENDENT.

“Superintendent” as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City’s Superintendent of Parks and Recreation or such official’s designee.

d. SUBCONCESSIONAIRE.

“Subconcessionaire” shall mean any person(s) or business entity not employed by the Concessionaire but which assumes or exercises all or part of the Concessionaire’s rights and responsibilities under this Agreement pursuant to an agreement with the Concessionaire. The terms “subconcessionaire” and “subconcessionaires” mean subconcessionaire(s) in any tier.

e. DEPARTMENT.

“Department” shall mean the City of Seattle, Department of Parks and Recreation.

B-2 CLOSURE OF CONCESSION PREMISES.

The Department reserves the right to close the Concessionaire’s operation or any portion thereof for the convenience of the Department upon a seven (7) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, the Department may post a sign notifying the public of the impending or effective closure.

B-3 DEMOLITION OF CONCESSION PREMISES.

The Department reserves the power to terminate this Agreement in order to demolish the Concession Premises. The Department will attempt notify the Concessionaire of such intent in advance.

B-4 SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

a. AT TERMINATION.

Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Concession Premises to the Department and promptly surrender and deliver to the Department all keys that it may have to any and all parts of the Concession Premises.

b. CONDITION OF PREMISES.

The Concession Premises shall be surrendered to the Department in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the Department, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to the Department.

c. REMOVAL OF EQUIPMENT.

Prior to the expiration of the term of this Agreement, the Concessionaire shall remove from the Concession Premises, at its sole expense, all trade equipment, trade furnishings and other personal property owned and placed in or on the Concession Premises by the Concessionaire. In removing its personal property the Concessionaire shall take due care to not damage or injure the Concession Premises. Structural and capital improvements shall not be removed. In the event of earlier termination, the Concessionaire shall have ten (10) days to complete removal of its property from the Concession Premises. In no event shall the Concessionaire make any claim or demand upon the City, nor shall the City be liable, for any inconvenience, annoyance, disturbance or loss of business or any other damage suffered by the Concessionaire arising out of such removal operation or the required relinquishment of capital improvements in or to the Concession Premises.

d. FAILURE TO PERFORM.

In the event that after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures within the time allowed, the Department may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse the Department for any expense incurred by the Department in connection with such removal and storage. The Department shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the Department; the balance, if any, shall be paid to the Concessionaire.

B-5 LIENS AND ENCUMBRANCES.

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-6 PHOTOGRAPHS.

Each party hereto may make photographs and motion pictures of the Concession Premises and the activity, people, displays, and exhibits thereon; provided, that in the event such material is to be used for a commercial purpose, prior to making the same the Concessionaire shall obtain the approval of the Superintendent and shall pay to the Department a fee therefor in an amount agreed upon by the Concessionaire and the Superintendent in accordance with applicable provisions of the Department's then-current Fees and Charges Schedule; and prior to using the same, the Concessionaire shall obtain the necessary written releases from every individual affected.

B-7 WAIVER.

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Agreement, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this Agreement shall not be deemed as consent to or acceptance of such incomplete performance in the future.

B-8 CAPTIONS.

Captions are for convenient reference only, and do not limit or amplify the language of the paragraph(s) following.

B-9 SIGNS AND ADVERTISING.

The Department's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs.

B-10 CHANGES AND MODIFICATIONS.

The parties hereto reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-11 APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT.

The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Agreement does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Agreement.

B-12 CONDITION OF PREMISES.

The Department and Concessionaire acknowledge that they have jointly examined the Concession Premises and the Concessionaire accepts the Concession Premises in their present condition as of the date of commencement of this Concession Agreement.

B-13 SEVERABILITY.

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-14 SUCCESSORS IN INTEREST.

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

B-15 NO RELATIONSHIP ESTABLISHED.

The Department shall in no event be construed to be a partner, associate, joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not

create any obligation or responsibility on behalf of the Department or bind the Department in any manner.

B-16 CONCESSIONAIRE ACCESS.

The Department shall allow the Concessionaire's staff reasonable access, free of charge, to the Aquarium and Woodland Park Zoo for the purposes of the Concessionaire fulfilling its obligations under this Agreement. The Concessionaire's access will be limited to days and time of day that the facilities are open to service personnel.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s):

CONCESSIONAIRE

Company Name: _____

By: _____

Signature: _____

_____, 2015
Title Date

CITY OF SEATTLE

DEPARTMENT OF PARKS AND RECREATION

By:

_____, 2015
Jesús Aguirre, Date
Superintendent

ATTACHMENTS: AGREEMENT EXHIBIT A – CONCESSIONS PREMISES
AGREEMENT EXHIBIT B – MUNICIPAL CODES

COIN OPERATED TELESCOPE CONCESSION AGREEMENT

EXHIBIT A

PROPOSED CONCESSION PREMISES

LOCATION	ANTICIPATED NUMBER OF TELESCOPES	REFERENCE MAP NUMBER (FOLLOWS)
Alki Beach	3	A1
Hamilton Viewpoint	1	A2
Magnolia Bluff Viewpoint	1	A4
Discovery Park	1	A5
Myrtle Edwards Park	3	A6
Gas Works Park	1	A7
Waterfront Park	4	A7
The Seattle Aquarium	2	A7
Woodland Park Zoo	4	A8
Kerry View Point Park	2	A9
Belvedere Park	3	A10
Hamilton Viewpoint	4	A11
_____	—	—
_____	—	—
_____	—	—
_____	—	—

COIN OPERATED TELESCOPE CONCESSION AGREEMENT

EXHIBIT B MUNICIPAL CODES

Several of the existing Municipal Codes are included for information only. This EXHIBIT is not intended to replace the requirement for the Concessionaire to fully comply with all existing codes, statutes, laws and ordinances.

The following Municipal Code sections are included for general informational purposes and are not intended to replace the absolute requirement for you to make yourself aware of any and all applicable codes, laws and requirements.

SMC 18.12.160 Sale Of Merchandise Concession Contract Required.

It is unlawful to sell or attempt to sell any merchandise, liquid, edible, or any other tangible or intangible thing, right, privilege or claim in any park without having an authorized concession contract or use permit to do so. (Ord. 106615 Section 9(b), 1977.)

SMC 15.04.010 Permit Required.

It is unlawful for anyone to make use, as defined in this title, of any public place without first securing a written permit from the Director of Transportation, the Director of Construction and Land Use, or the Superintendent of Parks, as authorized in Section 15.04.015, and without complying with all the provisions of this title; provided, that the requirements of obtaining a permit, and permit procedures do not apply to street maintenance work performed by the City, or street improvement work authorized by ordinance and administered by the Director of Transportation. (Ord. [118409](#) Section 37, 1996: Ord. 117569 Section 4, 1995: Ord. 115994 Section 1, 1991: Ord. 109754 Section 1(part), 1981: Ord. 90047 Section 7, 1961.)

SMC 15.17.010 Areas Where Mobile Vending Is Restricted.

Unless authorized by Section 15.17.020, it is unlawful for any person to sell, offer for sale, solicit orders, rent, lease, or otherwise peddle from a public place while walking, moving from place to place, using a mobile cart, using a vehicle, or by any other mobile method, within the following boundaries:

- A. Beginning at the waterfront on Elliott Bay in a direct line with West Prospect Street, then east to West Olympic Place; then east along West Olympic Place to First Avenue West; then north along First Avenue West to West Aloha Street; then east along West Aloha and Aloha Streets to Westlake Avenue North; then south along Westlake Avenue North and Westlake Avenue to Eighth Avenue; then south along Eighth Avenue to South Jackson Street; then west along South Jackson Street to Elliott Bay on the waterfront; then north along the waterfront to a point in direct line with West Prospect Street, the place of beginning.
- B. Within two hundred **(200) feet** of any public park, as defined in the Park Code, Ordinance 106615 as amended (Seattle Municipal Code Chapter 18.12), or within two hundred **(200) feet** of any public school.
- C. Beginning at the junction of 15th Avenue N.E. and N.E. 40th Street; then west on N.E. 40th Street to Brooklyn Avenue; then north on Brooklyn Avenue to N.E. 50th; then east on N.E. 50th Street to 15th Avenue N.E.; then south on 15th Avenue N.E. to N.E. 40th Street, the place of beginning, including both sides of the streets and avenues mentioned.

(Ord. 117569 Section 48(part), 1995: Ord. 109271 Section 3, 1980: Ord. 90047 Section 50, 1961.)

SMC 18.12.050 Posting Signs, Posters And Notices.

Except as authorized by the Superintendent, it is unlawful to use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising or notification in any park, or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure within any park. (Ord. 113436 Section 3, 1987: Ord. 106615 Section 5(a), 1977.)

SMC 18.12.060 Distribution Of Handbills.

It is unlawful to distribute any handbills, circulars, or signs in any park in any manner that interferes with or obstructs the normal passage of people or vehicles. (Ord. 106615 Section 5(b), 1977.)

SMC 18.12.150 Soliciting Prohibited.

Except as may be specifically provided by law, no person shall solicit contributions for himself, nor for any charitable, educational or scientific purpose, in any park. (Ord. 106615 Section 9(a), 1977.)

SMC 15.17.005 Vending And Display In Public Places.

It is unlawful to display for sale to the public or sell goods, wares, merchandise or services in a public place, unless:

- A. The activity exercises a civil liberty or constitutional right illustrated by Section 15.17.200;
- B. The activity implements a right or privilege granted by state law; a license authorized by ordinance (e.g., Chapter 6.310, Taxicabs and For-hire Vehicles; Chapter 15.14, Newsstands); or a franchise granted by the City;
- C. The activity occurs in an area under permit that contemplates such an activity, e.g., a permit for a parade issued by the Police Department (Chapter 11.25); an areaway or sidewalk cafe (Chapters 15.08 and 15.16); street areas within the Pike Place Market Historical District (Chapter 25.24) that are being administered by the Pike Place Market Preservation and Development Authority; a filming permit (Chapter 15.35); or a permit for an event issued by the Special Events Committee (Chapter 15.52);
- D. The seller is a "mobile food-service unit" making sales of food or refreshments on a regular basis within a district or on a route in compliance with the Food Code (Chapter 10.11) and rules of the Public Health Department and with Sections 15.17.010 -- 15.17.020; or
- E. The seller has received a permit therefor issued pursuant to Sections 15.17.100 or 15.17.120.

(Ord. 117569 Section 47, 1995.)

SMC 10.10.5530 Cart Design.

The owner of a mobile food cart shall ensure the cart body size is limited to three feet (3') by six feet (6') with each extension no longer than eighteen inches (18") or the size required by the local jurisdiction, whichever is smaller. The cart must be easily movable by one person.

(Ord. 117001 Section 1(part), 1993.)

SMC 18.12.170 Sound-Amplifying Devices.

Except as authorized by the Superintendent for specific events and times, or except as necessary for the preservation of public peace or safety, it is unlawful to use any public address system, loudspeaker or other sound-amplifying device in any park. It is unlawful to exceed noise levels prescribed by Section 25.08.520. Any person convicted of violating this section shall be subject to punishment as provided in Section 25.08.800. (Ord. 113436 Section 9, 1987; Ord. 106615 Section 10, 1977.)

SMC 18.12.210 Areas Closed To General Vehicular Access.

Except as authorized by the Superintendent, it is unlawful to drive or operate a non-City vehicle in any park or in any area therein which is designated as being closed to general vehicular traffic access, and which is so posted. (Ord. 109078 Section 1(part), 1980: Ord. 108935 Section 1(part), 1980: Ord. 108379 Section 1(part), 1979: Ord. 106615 Section 12(b), 1977.)

SMC 12A.12.015 Pedestrian Interference.

A. The following definitions apply in this section:

1. "Aggressively beg" means to beg with the intent to intimidate another person into giving money or goods.
2. "Intimidate" means to engage in conduct which would make a reasonable person fearful or feel compelled.
3. "Beg" means to ask for money or goods as a charity, whether by words, bodily gestures, signs, or other means.
4. "Obstruct pedestrian or vehicular traffic" means to walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or a vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact. Acts authorized as an exercise of one's constitutional right to picket or to legally protest, and acts authorized by a permit issued pursuant to the Street Use Ordinance, Chapters 15.02 through 15.50 of the Seattle Municipal **Code**, shall not constitute obstruction of pedestrian or vehicular traffic.
5. "Public place" means an area generally visible to public view and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks and streets open to the general public, including those that serve **food** or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

B. A person is guilty of pedestrian interference if, in a public place, he or she intentionally:

1. Obstructs pedestrian or vehicular traffic; or
2. Aggressively begs.

C. Pedestrian interference is a misdemeanor.

(Ord. 117104 Section 1, 1994: Ord. 116897 Section 1, 1993: Ord. 113697 Section 1, 1987.) Cases:

Subsection B 1 was upheld as constitutional in a challenge based on breadth and vagueness and does not deny equal protection of the laws. *Seattle v. Webster*, 115 Wn.2d 635, 802 P.2d 1333 (1990).

**COIN OPERATED TELESCOPE
REQUEST FOR PROPOSALS - RFP
SECTION 2**

PROPOSAL QUESTIONNAIRE.

Each page in this section must be fully completed and returned to the Department as part of your Proposal.

Page 7 of this Questionnaire must be completed and signed by the officer who is legally able to bind your organization.

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 1 of 7 that must be fully completed and returned to the Department as part of your Proposal.

**1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP
SUBMITTING THIS PROPOSAL:**

2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

**3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS
CONTRACT:**

Name: _____ Title: _____

Phone: _____

Email address: _____

Address (If Different): _____

City: _____ State: _____ Zip: _____

4. TYPE OF ORGANIZATION.

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. Explain any details or factors that are needed to clarify your organizational and financial structure.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 2 of 7 that must be fully completed and returned to the Department as part of your Proposal.

5. EXPERIENCE IN THE COIN OPERATED TELESCOPE BUSINESS.

How long has this organization been in the coin operated telescope business? (Enter the number of years in the following blank) ____ years.

Describe your experience (number of clients, number of employees, number of telescopes, annual sales, etc). _____

6. CLIENT REFERENCES. (YOU ARE REQUIRED TO PROVIDE THREE.)

Provide information about three similar clients for whom you currently provide coin operated telescope services.

Client Reference #1 of 3 (Required Response):

Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of client contact person: _____ Phone number _____

Number of years your organization has served this client: ____ years.

Describe the services. For example number of telescopes, unique challenges, customer service enhancements, sales increases over the previous operator, interactive or educational features, etc.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 3 of 7 that must be fully completed and returned to the Department as part of your Proposal.

Client Reference #2 of 3 (Required Response):

Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of client contact person: _____ Phone number: _____

Number of years your organization has served this client: _____ years.

Describe the services. For example number of telescopes, unique challenges, customer service enhancements, sales increases over the previous operator, interactive or educational features, etc.

Client Reference #3 of 3 (Required Response):

Name of organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of client contact person: _____ Phone number: _____

Number of years your organization has served this client: _____ years.

Describe the services. For example number of telescopes, unique challenges, customer service enhancements, sales increases over the previous operator, interactive or educational features, etc.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 4 of 7 that must be fully completed and returned to the Department as part of your Proposal.

7. CITY OF SEATTLE BUSINESS LICENSE.

Does your organization have a current City of Seattle business license? (ANSWER YES OR NO IN THE FOLLOWING SPACE) _____ if yes, then insert a photocopy of your Seattle business license between this page and the next page.

PLEASE BE ADVISED THAT YOU MUST PRESENT A CURRENT COPY OF A VALID CITY LICENSE PRIOR BEING AWARDED AN AGREEMENT.

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 5 of 7 that must be fully completed and returned to the Department as part of your Proposal.

8. BUSINESS OR FINANCIAL REFERENCES.

Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. **Please do not use the same references for both Client References and Business References.**

BUSINESS OR FINANCIAL REFERENCE 1 OF 3

Name of reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Phone number for contact: _____

Describe the business or financial relationship: _____

BUSINESS OR FINANCIAL REFERENCE 2 OF 3

Name of reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Phone number for contact: _____

Describe the business or financial relationship: _____

BUSINESS OR FINANCIAL REFERENCE 3 OF 3

Name of reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Phone number for contact: _____

Describe the business or financial relationship: _____

If additional space is needed for your response to questions on this page then insert the information immediately following this page.

Page 6 of 7 that must be fully completed and returned to the Department as part of your Proposal.

Describe the services proposed for the Department. Describe the type features of equipment to be used, mounting systems, proposed number of telescopes in each location and educational or interactive features. Aspects of your proposed services that you believe best describe your services and business philosophy. Use additional space as necessary by adding inserts immediately after this page.

DO NOT INCLUDE MATERIALS THAT HAVE NO BEARING ON YOUR RESPONSE TO THIS RFP. IF PICTURES, BROCHURES, FLYERS, ETC. ARE ENCLOSED, THEN PLEASE BE CERTAIN THAT THE DIRECT CONNECTION BETWEEN THESE ENCLOSURES AND TO THE PROPOSED SERVICES FOR THE DEPARTMENT IS CLEARLY EXPLAINED.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Coin Operated Telescope RFP
Page 35

COIN OPERATED TELESCOPE RFP - ATTACHMENT 2 - RFP QUESTIONNAIRE

Page 7 of 7 that must be fully completed and returned to the Department as part of your Proposal.

11. FINANCIAL PROPOSAL.

Having availed yourself of the opportunity to thoroughly read the enclosed contract and RFP documents; asked the Department questions about any of the terms, conditions or responsibilities that were not clear to you; visited the proposed sites; sought legal and financial advice as needed; researched the applicable laws, ordinances, statutes and regulations, and based on your expert experience in the coin operated telescope business; you make the following firm and irrevocable offer to pay concession fees as follows (insert the percentage in the space provided):

I/WE shall make a total rental payment to the Department of the greater of \$30.00 (thirty dollars) per telescope located on the Premises in any month or _____% (_____) percent
(NUMBER) (WRITTEN)

The spaces above must be filled in

of total sales per telescope per month. For the purposes of this calculation, a telescope placed on the premises for any portion of a month will be counted in the total number of telescopes for that month.

Our price per use of a telescope shall be \$_____ per each _____ minutes of use.

The spaces above must be filled in.

Submitted by _____
(Name of organization submitting this Proposal)

Signed: _____

Print Name: _____

Title: _____

Date: _____

An individual who is legally empowered to bind the organization that is submitting this proposal must sign in the space provided immediately above.

COIN OPERATED TELESCOPE RFP

SECTION 3

CURRENT TELESCOPE LOCATIONS & RESTRICTIONS

LOCATION	ANTICIPATED NUMBER OF TELESCOPES
-----------------	---

Alki Beach	3
Hamilton Viewpoint	1
Magnolia Bluff Viewpoint	1
Discovery Park	1
Myrtle Edwards Park	3
Gas Works Park	1
Waterfront Park	4
The Seattle Aquarium	2
Woodland Park Zoo	4

RESTRICTIONS:

Parks where telescopes are not currently permitted in Victor Steinbrueck Park.

Telescopes may not be located where a path, drive or walk way will be blocked.

Telescopes may not be located so as to interfere with works of art or displays.

Additional proposed park locations require the prior written approval of the Department.

COIN OPERATED TELESCOPE RFP
SECTION 4

HISTORIC REVENUE

Unaudited annual data as reported to the Department is summarized:

Description/Year	Total Gross Income
Telescope Revenue 2012	\$7,157.00
Telescope Revenue 2013	\$7,260.00
Telescope Revenue 2014	\$6,680.00